

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

JAMES M. DUNLAP,

Plaintiff,

No. 2:11-cv-00272-AWA-LRL

v.

**COTTMAN TRANSMISSION
SYSTEMS, LLC and TODD P.
LEFF,**

Defendants.

DECLARATION OF JAMES GONIEA

James Goniea declares under penalty of perjury:

1. I am currently a partner at the law firm of Einbinder, Dunn & Goniea, LLP. I make this Declaration in support of the defendants' motion for summary judgment based on my personal knowledge.

2. From 2007 to 2012, I served as Vice President-Legal and General Counsel of the defendant Cottman Transmission Systems, LLC ("Cottman"), as well as its affiliate AAMCO Transmissions, Inc. ("AAMCO"), and the parent company of both, American Driveline Systems, Inc. ("ADSI"). Since 2012, I have been in the private practice of law.

3. I oversaw the previous litigation cases involving the plaintiff in the case James M. Dunlap and AAMCO. I was also counsel of record in the cases referred to in the accompanying Memorandum In Support Of The Defendants' Motion For Summary Judgment as the 2007 Lawsuit and the 2011 Lawsuit. I make this Declaration to place before the Court certain documents and undisputed facts in connection with the prior lawsuits between AAMCO and Dunlap.

4. Exhibit 1 is a copy of the Dunlap's Franchise Agreement, as amended, governing his formerly franchised AAMCO center in Portsmouth, Virginia.

5. Exhibit 2 is a copy of the Dunlap's Franchise Agreement, as amended, governing his formerly franchised AAMCO center in Chesapeake, Virginia.

6. Exhibit 3 is a copy of Dunlap's Amended Counterclaim in the 2007 Lawsuit.

7. Exhibit 4 is a copy of the Affidavit of James M. Dunlap filed in the 2007 Lawsuit.

8. Exhibit 5 is a copy of the Settlement Agreement between Dunlap and AAMCO in the 2007 Lawsuit.

9. Exhibit 6 is a copy of the Order of Dismissal in the 2007 Lawsuit.

10. Exhibit 7 is a copy of the Complaint in the 2010 Lawsuit. The 2010 Lawsuit was filed after Dunlap continued to operate his Portsmouth AAMCO center after the expiration of the Franchise Agreement in accordance with its terms and the terms of the 2007 Settlement Agreement. AAMCO also filed a motion for a preliminary injunction in that case. AAMCO dismissed the case when Dunlap agreed to, and did, close the Portsmouth center.

11. Exhibit 8 is a copy of the Complaint in the 2011 Lawsuit. The 2011 Lawsuit was filed after Dunlap continued to operate his Chesapeake AAMCO center after the expiration of the Franchise Agreement in accordance with its terms and the terms of the 2007 Settlement Agreement.

12. Exhibit 9 is a copy of the Memorandum entered by the Court in the 2011 Lawsuit granting AAMCO's Motion For A Preliminary Injunction.

13. Exhibit 10 is a copy of Dunlap's Demand for Arbitration in connection with the 2011 Lawsuit.

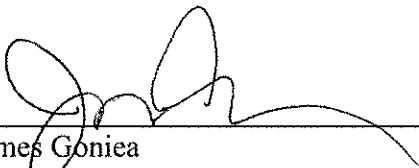
14. Exhibit 11 is a copy of the Arbitrator's award in connection with the 2011 Lawsuit.

15. Exhibit 12 is a copy of the Memorandum entered by the Court in the 2011 Lawsuit granting AAMCO's Motion To Convert The Preliminary Injunction Into A Permanent Injunction And To Exonerate The Injunction Bond.

16. Exhibit 13 is a copy of the opinion of the United States Court of Appeals for the Third Circuit affirming the district court's decision in the 2011 Lawsuit.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 23rd day of May 2016 at Philadelphia, Pennsylvania.


James Gonia